



Tammi Hayne of Tammi Hayne Photography,
hereinafter referred to as "THE PHOTOGRAPHER"
and

Client's Name: _____

Client's Name: _____

Hereinafter referred to as "THE CLIENT(S)"

Wedding Date: _____

Coverage Start Time: _____ Coverage End Time: _____

Total Cost of Package: \$1550.00

- 1. ENTIRE AGREEMENT:** This agreement contains the entire understanding between THE PHOTOGRAPHER and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.
- 2. RETAINER:** Upon your signature, THE PHOTOGRAPHER will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, a retainer of **\$250.00 CAD** is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The retainer is to be paid at time of signing the contract. The retainer is applied towards the contracted wedding photography package.
- 3. PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations. This can be conducted via email, phone or in person.
- 4. EVENT GUIDE:** THE CLIENT will be responsible for (or have someone designated for the responsibility of) a 'Portrait' shot list of the various combinations of people of whom photographs are desired. The photographer can NOT be held accountable for not photographing desired people/combinations if a) the given photograph/pose was not on the shot list or b) if there is no one to assist in identifying/gathering people for the given photograph(s). THE CLIENT is also responsible for identifying any individual/s that do not desire to be photographed.
- 5. 60 MINUTE WINDOW:** Should the bride/groom desire posed portraits, the bride/groom must agree to set aside at least 60 minutes at some point during the wedding day in which to take posed group shots and portraits. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 60 minute window from occurring, THE PHOTOGRAPHER shall not be held liable for failure to fulfill the shot list. It is understood that this may take less than 60 minutes but the provision should be made in scheduling.

6. **COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. THE PHOTOGRAPHER is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to THE PHOTOGRAPHER. THE PHOTOGRAPHER recommends that THE CLIENT designate an "event guide" (see EVENT GUIDE above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

7. **SHOOTING TIME:** THE PHOTOGRAPHER will strive to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and THE PHOTOGRAPHER agree that positive cooperation and punctuality are therefore essential. Should the ceremony start late due to any reason whatsoever, THE PHOTOGRAPHER will not be held liable for any photographs not taken.

8. **HOUSE RULES:** THE PHOTOGRAPHER is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on THE PHOTOGRAPHER. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; THE PHOTOGRAPHER will offer technical recommendations only.

9. **DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:** THE PHOTOGRAPHER extends permission to THE CLIENT to use digital negatives to reproduce and distribute their wedding images as they wish. THE CLIENT must obtain written permission from, and compensate THE PHOTOGRAPHER prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

10. **MODEL RELEASE:** THE CLIENT hereby assigns and grants THE PHOTOGRAPHER and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium and to alter the same without restriction. THE CLIENT hereby releases THE PHOTOGRAPHER and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that THE PHOTOGRAPHER may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising, portfolio purposes and any other purpose thought proper by THE PHOTOGRAPHER.

11. **EXCLUSIVITY:** It is understood that THE PHOTOGRAPHER will act as the sole and exclusive wedding photographer of the event.

12. **GUEST COOPERATION & PHOTOGRAPHY:** THE CLIENT is responsible for the conduct of their guests. THE PHOTOGRAPHER agrees to allow other wedding guests/amateur photographer to take photos as long as it does not interfere with THE PHOTOGRAPHER's ability to capture images or work within the time constraints of the selected wedding photography package. Because of the fact that flashes from guest's cameras may ruin shots taken by THE PHOTOGRAPHER,

THE CLIENT acknowledges that THE PHOTOGRAPHER will not be held liable for any shots unavailable because of interference from guest photography. While THE PHOTOGRAPHER will make every effort to allow a few moments after each requested shot is taken for guests to take a shot before moving on to the next requested shot, THE PHOTOGRAPHER will not share her time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, THE PHOTOGRAPHER maintains the right to request that guests cease taking photographs.

13. **COMPLETION SCHEDULE:** Digital editing and processing of images can take up to 4-6 weeks to complete. THE PHOTOGRAPHER will make every effort to speed up this process if possible but will contact THE CLIENT when images are ready. (Every effort will be made to provide THE CLIENT with a small sampling of images while waiting for the entire set of photos to be processed. This can typically take 1-2 weeks.) The PHOTOGRAPHER will provide THE CLIENT with a password-protected website where they may view their images and download digital image files suitable for making up to 5" x 7" prints and enlargements. A CD or DVD will be provided to THE CLIENT of all images. Any prints or enlargements ordered will be ready within 4 weeks from submission of the order to THE PHOTOGRAPHER or sooner. Please note that enlargements may take up to 4 weeks depending on the size of the image(s) requested to allow for shipping.

14. **PAYMENTS:** THE CLIENT agrees that a **\$250.00** retainer is required at the time of contract acceptance and that half of the remaining balance amount (after payment of the retainer) of **\$650.00** is owed for the wedding photography package described in the contract and is due one month prior to the wedding date on _____. The remaining outstanding balance of **\$650.00** is due on the wedding date of _____. In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract the retainer amount of \$250.00 will not be refunded and will not be applied to other services.

15. **HOURS OF COVERAGE:** Photographic coverage will not be provided by THE PHOTOGRAPHER past the hour of 10:00PM Atlantic Time.

16. **TRAVEL:** Travel costs for THE PHOTOGRAPHER are included within the following areas: Halifax Regional Municipality. All areas beyond this location will be charged a travel fee of \$0.40 per kilometer beginning at the HRM border and calculated for all distances required to be traveled for photographic coverage and back to the HRM border (ie. If the location is 20kms past the HRM, travel costs will be calculated from the HRM border to the first location where photographic coverage is required and then to each subsequent location afterward and then back to the HRM border). The cost of travel will be billed separately and must be paid in full to THE PHOTOGRAPHER before photographic images are released to THE CLIENT.

17. **ACCOMODATION:** Where coverage of the wedding is to extend to 10:00pm Atlantic time and the location is not within the Halifax Regional Municipality, private non-smoking accommodation must be secured for THE PHOTOGRAPHER. Payment of accommodation charges (room & applicable taxes only) are the responsibility of THE CLIENT.

18. **MEAL:** For photographic coverage which includes a reception where a meal will be served, it would be appreciated if the photographer be included in seating arrangements (as close to the head table or microphone stand as possible) and a meal provided (otherwise the photographer must take a meal break at which time photographic coverage will not be provided).

19. **POSTAGE:** For clients who reside outside of the Halifax Regional Municipality, postage required to mail your discs, prints and enlargements is not included in your package price. Payment of shipping costs is payable to the photographer prior to shipment.

20. **METHOD OF REMUNERATION:** Payment may be made in cash, cheque or money order. Returned checks are subject to a \$40.00 returned cheque fee.

21. **PENALTY FEES & CHARGES:** There is a **\$100.00 late payment fee** for any payments that are not postmarked or delivered to THE PHOTOGRAPHER by the required date.

22. **LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. THE PHOTOGRAPHER will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract, and approval from the couple of the new photographer at no additional cost to THE CLIENT. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of the retainer and all payments received for the event package.

THE PHOTOGRAPHER takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond THE PHOTOGRAPHER'S control, the latter's liability is limited to the return of the retainer and all payments received for the event package. The limit of liability shall not exceed the contract price stated herein.

23. **NON-GUARANTEE:** Although every possible care will be taken to produce photographs of all important and special events during the wedding as suggested by THE CLIENT, THE PHOTOGRAPHER cannot place an unconditional guarantee on the above. THE PHOTOGRAPHER will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause inside or outside of THE PHOTOGRAPHER'S control.

24. **PERFORMANCE:** The performance of this contract on behalf of THE PHOTOGRAPHER shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

25. **SEVERABILITY:** If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

26. **CANCELLATION:** THE CLIENT may cancel this contract prior to the Wedding Day but will forfeit all payments made up to and including the date of cancellation. Cancellation MUST be made in writing.

27. **AMENDMENTS:** This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and THE PHOTOGRAPHER at the time of acceptance of this contract shall be recognized as amendments to this contract.

28. **PRICE GUARANTEE:** The print prices listed in this contract expire one year after the wedding date and orders placed after this time has expired will be at current THE PHOTOGRAPHER rates. THE CLIENT is however, granted permission to use their digital negatives to have prints created at their preferred photo processing location and is responsible for all fees associated. Print rates for prints above and beyond the prints included in THE CLIENT'S Wedding Package for 2010 as provided by THE PHOTOGRAPHER are as follows.

4" x 6" - \$2.50

5" x 7" - \$5.00

8" x 10" - \$15.00

11" x 14" - \$25.00

I/we the undersigned have read and understand the terms as outlined above. I/we hereby agree to the terms of this agreement and that it shall be binding once signed. I/we certify that I/we have been provided with a complete copy of this agreement.

Signed _____

Date _____

(THE CLIENT)

Signed _____

Date _____

(THE CLIENT)

Signed _____

Date _____

(THE PHOTOGRAPHER)